

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W911RX-07-B-0005	2. TYPE OF SOLICITATION <input checked="checked" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 06-Jun-2007	PAGE OF PAGES 1 OF 58
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.				
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. SEE SCHEDULE		6. PROJECT NO. F1-00215-6J	
7. ISSUED BY ACA FORT RILEY DIRECTORATE OF CONTRACTING 7410 APENNINES DR FORT RILEY KS 66442 TEL: 785-239-9887 FAX: 785-239-1061		CODE W911RX	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE <div style="text-align: center; font-weight: bold; padding: 10px;">See Item 7</div>	
9. FOR INFORMATION CALL:	A. NAME DONALD PETERS		B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 785-239-4073	
SOLICITATION				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> Retrofit Lighting Bldg. 7940 RETROFIT LIGHTING OF BUILDINGS 7940 AND 7960 PROJECT F1-00215-6J Building 7940 and F1-00216-6J Building 7960 A. Project Cost is estimated between \$25,000 and \$100,000 B. Prospective Bidders shall Complete SF1442, Block 14 and insert CAGE code C. Prospective Bidders shall be registered with Central Contracting Registration (CCR) and kept active D. Prospective Bidders shall Section K, Representation and Certifications and submit with bid. E. Prospective Bidders shall submit its Bid in a sealed envelope with the following information marked outside the envelope: Company Name, Mailing Address, IFB Solicitation Number, Date and time of Bid Opening.				
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>120</u> calendar days after receiving <input type="checkbox"/> award, <input checked="checked" type="checkbox"/> notice to proceed. This performance period is <input checked="checked" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See 52.211-10 _____.)</i>				
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="checked" type="checkbox"/> YES <input type="checkbox"/> NO			12B. CALENDAR DAYS 10	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>01:00 PM</u> (hour) local time <u>20 Jun 2007</u> (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input checked="checked" type="checkbox"/> is, <input type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>120</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

SOLICITATION, OFFER, AND AWARD (Continued) <i>(Construction, Alteration, or Repair)</i>										
OFFER (Must be fully completed by offeror)										
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>					15. TELEPHONE NO. <i>(Include area code)</i>					
CODE FACILITY CODE					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14					
					17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>					
AMOUNTS		SEE SCHEDULE OF PRICES								
18. The offeror agrees to furnish any required performance and payment bonds.										
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>										
AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE			20C. OFFER DATE		
AWARD (To be completed by Government)										
21. ITEMS ACCEPTED:										
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA								
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)					
26. ADMINISTERED BY			CODE		27. PAYMENT WILL BE MADE BY: CODE					
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE										
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.					
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>					
30B. SIGNATURE			30C. DATE		TEL: EMAIL:			31B. UNITED STATES OF AMERICA BY		
								31C. AWARD DATE		

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Retrofit Lighting Bldg 7940 FFP NAICS: 238210 Reference lighting print for project F1-00215-6J. See SECTION C - Scope of Work (SOW) for specifications. FOB: Destination PURCHASE REQUEST NUMBER: DDFAES7130N004	1	Lump Sum		
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Performance and Payment Bonds FFP Contractor will be reimbursed and for actual bonding cost upon presentation of a paid invoice. Performance and Payment Bonds required for Buildings 7960 and 7940. FOB: Destination PURCHASE REQUEST NUMBER: DDFAES7130N004	1	Lump Sum		
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Retrofit Lighting Bldg 7960 FFP NAICS: 238210 Reference lighting print for project F1-00216-6J. See SECTION C - Scope of Work (SOW) for specifications. FOB: Destination PURCHASE REQUEST NUMBER: DDFAES7130N006	1	Lump Sum		

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Section C - Descriptions and Specifications

SCOPE OF WORK 7940

**Scope of Work for
Lighting Retrofit
Bldg. 7940
Ft. Riley, KS**

PART 1 GENERAL

1.1 SCOPE: The project consists of providing all plant, labor, materials, equipment, supplies, and transportation necessary to replace HID lighting fixtures with T5HO fluorescent fixtures and electronic ballasts, retrofit T12 fixtures to T8 fixtures with electronic ballasts, replace incandescent bulbs with compact fluorescent lamps, and install lighting controls in building 7940.

Lighting controls only will be installed for wash platforms 7949, 7950, and 7951.

1.1.1 BUILDING 7940 Vehicle Maintenance Shop:

Reference lighting print for project F1-00215-6J.

- a. All existing interior HID fixtures in motor pool bays shall be replaced with a new fluorescent fixture with four T5HO lamps and electronic ballasts (43 fixtures). New fixtures shall be suspended to approximately the same height as removed fixtures.
 - b. Remove light switches from circuits for existing T-12 fluorescent fixtures in motor pool bays (7 switches). Circuit shall be un-switched emergency lighting circuit for designated fixtures in motor pool bays. Existing switches for fluorescent fixtures shall remain to enable ventilation systems. Circuit for makeup air unit enable and exhaust fan enable shall remain operable. Update breaker panel schedule.
- Note: Three-way switches for existing fluorescent fixtures in the shop addition area shall remain.
- c. Remove lamps and disconnect ballasts on designated 2-lamp T12 fixtures in motor pool bays. Fixtures shall remain abandoned in place (10-four ft. fixtures, 2-eight ft. fixtures).
 - d. All remaining 4 ft. 2-tube T12 fixtures shall be retrofitted with electronic ballasts and T8 lamps (76 standard fixtures, 8 emergency fixtures).
 - e. All remaining 8 ft. 2-tube T12 fixtures shall be retrofitted with electronic ballasts and T8 lamps (2 emergency fixtures).
 - f. All 2-bulb 60W incandescent fixtures in entrance vestibules shall be retrofitted with a single 23W compact-fluorescent lamp (4 fixtures).
 - g. All exterior 100W incandescent lights at entrances shall be retrofitted with 23W compact-fluorescent lamp (19 fixtures).
 - h. All exterior 200W incandescent lights at bay entrances shall be retrofitted with 42W compact-fluorescent lamp (6 fixtures). Provide and install one missing reflector housing similar to other fixture housings.
 - i. Replace light switch in mechanical room with electronic light switch with integral off-delay timer.

j. Replace light switches for HPS lights in wash platforms 7949, 7950 and 7951 with electronic light switch with integral off-delay timer (2 per building, 6 places total). Install missing weatherproof faceplate for dual toggle switches on the crane outside maintenance bay.

k. Install a switch box and electronic light switch timer for each motor pool high bay circuit and tie into circuit. Light switch shall be located on or near its respective power panel for that circuit. (15 circuits)

l. Install T5 or CFL fixture with photocell to illuminate breaker panel and light switches for high bay fixtures. (4 places)

Note: Fixture shall not be installed for Panel L in the shop addition area.

1.2 ADDITIONAL RETROFIT INFORMATION:

Unless otherwise specified, incandescent lamps in closets shall not be retrofitted. Fixtures in mechanical rooms shall not be retrofitted. Existing T8 fixtures shall not be retrofitted. Existing outdoor HPS fixtures shall not be retrofitted. Existing LED exit signs shall not be retrofitted.

1.2.1 NEW FIXTURES:

High bay fixtures shall be specifically designed as replacements for HID fixtures.

All suspended fixtures shall be level following installation and shall be located at approximately the same height as existing fixtures.

See Part 2 for additional product requirements.

1.2.2 INSTALL BALLASTS AND LAMPS: Ballasts shall be installed in accordance with manufacturer's recommendations, and include no less than a five year warranty. Existing fixtures with emergency ballasts and fixtures specified as an emergency fixture on plans shall be retrofitted with emergency ballasts. All fixtures shall be cleaned. The replacement lamps and ballasts shall meet the guidelines specified in the products section.

1.2.3 INSTALL COMPACT FLUORESCENTS: Provide and install replacement CFLs for all incandescent bulbs as indicated on plans. The replacement lamps shall meet the guidelines specified in the products section.

1.2.4 CLEAN ALL FIXTURES AND REPLACE ALL BROKEN LENSES: All fixtures, lamps, lenses, and covers shall be cleaned. All damaged or cracked lenses shall be replaced. Cracked/damaged lenses shall be no more than 7% of each buildings total lights.

1.2.5 REPLACE ALL INCANDESCENT BULBS: Any incandescent not in a closet or mechanical room must be replaced with an appropriately sized CFL as specified in the products section of this scope of work.

1.2.6 NEC STANDARDS: All electrical work shall conform to the most current National Electric Code (NEC) requirements.

1.2.7 FINAL TESTING: Test and adjust new controls as necessary to ensure proper operation.

1.2.8 CLEAN UP: Maintain work area(s) in neat, orderly and safe condition during the course of the work, and clean up work area(s) at the end of each workday and upon completion of the work. Contractor shall be responsible for taking salvaged fixtures and lamps to DRMO and/or DES. Contractor shall clean all fixtures, cover, lenses, and lamps.

1.3 GENERAL REQUIREMENTS:

1.3.1 Verification of Conditions and Dimensions: The Contractor shall review plans and specifications and visit the work site(s) to become thoroughly familiar with details of the required work and site conditions, verify all dimensions prior to ordering materials and fabricating components, and notify the Contracting Officer of any discrepancies between the plans and specifications and actual conditions. All discrepancies shall be resolved before the Contractor begins work. It is strongly suggested the Contractor verify conditions and dimensions prior to preparing and submitting his bid.

1.3.2 Delivery and Storage: The Contractor or his suppliers shall deliver materials to the work site in undamaged, unopened manufacturer's standard packaging or containers. The Contractor shall store materials to protect them from physical damage, theft, vandalism, and weather.

1.3.3 Marking and Labeling: Manufacturer's standard packaging and containers, or when appropriate, individual pieces of material shall be marked or labeled showing the name of the manufacturer; brand name; model number, stock number, or other designations; item description; and when applicable, the stamp of a nationally recognized, independent testing laboratory or agency, certifying materials conform to the requirements specified.

1.3.4 Proprietary Products: Unless otherwise specified, proprietary products indicated in the specifications or noted on the plans are intended to establish capacities, color, design, features, pattern, quality, and style of materials desired, and are not intended to limit trade. Materials proposed for use which can be determined by the Contracting Officer to conform to the requirements specified, may be substituted and installed after his approval.

1.3.5 Identification Cards: All Contractor and Subcontractor personnel shall wear identification cards while working at Fort Riley or Army Reserve Centers. Identification cards shall show a photograph of the employee; name of employee; and name, address, and phone number of the Contractor or Subcontractor.

1.4 PROTECTION:

1.4.1 Safety Requirements: The Contractor shall take safety precautions to protect workmen, building occupants, and the public from construction equipment and materials being removed and installed at the work site. The Contractor shall maintain free and safe passage into and out of adjoining or adjacent building and areas not part of this project. The Contractor shall comply with EM 385-1-1 while performing the required work in this project.

1.4.2 Protection of Property: All property, including buildings, site improvements, utilities, and vegetation at or adjacent to the work site, and which might be damaged during the course of the required work, shall be adequately protected by the Contractor for the duration of the work. The Contractor shall not operate equipment on drives, sidewalks, or lawns without installing suitable protection on these surfaces.

1.4.3 Barricades, Warning Signs, and Lights: The Contractor shall install all necessary barricades, warning signs, and lights to protect workmen, building occupants, the public, and adjacent property.

1.5 COORDINATION REQUIRED FOR OTHER THAN HOUSING PROJECT: The building(s) shall be occupied during the progress of the work, and the Contractor's operations shall be coordinated with the occupants for entry and exit from the area and building(s).

1.6 WORKING HOURS: Once begun, work shall continue uninterrupted during normal working hours until it is complete. The Contractor shall schedule his working hours to coincide with working hours of the military installation. Normal work hours are from 7:30 a.m. to 4:00 p.m., Monday thru Friday, Federal holidays excepted. The Contractor shall not perform work on the installation on other days or other hours without the written approval of the Contracting Officer. The Federal holidays listed below are observed. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. Contractors are also requested to not schedule work on Christmas Eve and New Year's Eve.

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

1.7 QUALITY CONTROL: The Contractor shall develop, implement, and maintain a quality control system which meets or exceeds the requirements of Contract Clause FAR 52.246-0012 entitled: Inspection of Construction. The Contractor shall submit, within 10 days after receipt of Notice to Proceed, a Quality Control (QC) Plan. The plan shall identify personnel, lines of authority, procedures, instructions, records, and forms to be used. Construction shall not begin until the Quality Control Plan has been approved by the Government.

1.8 WARRANTY OF CONSTRUCTION: The Contractor shall warrant his construction in accordance with Contract Clause FAR 52.246-0021 entitled: Warranty of Construction.

1.8.1 Electronic Ballast Warranty: The Contractor shall furnish the electronic ballast manufacturer's warranty. The warranty period shall not be less than 5 years from the date of manufacture of the electronic ballast. Ballast assembly in the lighting fixture, transportation, and on-site storage shall not exceed 12 months, thereby permitting 4 years of the ballast 5 year warranty to be in service and energized. The warranty shall state that the malfunctioning ballast shall be exchanged by the manufacturer and promptly shipped to the using Government facility. The replacement ballast shall be identical to, or an improvement upon, the original design of the malfunctioning ballast.

1.9 INTERRUPTION OF SERVICES: If the project requires interruption of utility and fire protection services to buildings or facilities, the Contractor shall coordinate the interruption with building occupants and obtain written approval from the Contracting Officer.

1.10 APPLICABLE PUBLICATIONS: The US Army Corps of Engineers Manual (EM) listed below forms a part of this section to the extent referenced. The publication is referred to in the text by basic designation only. The publication shall be assumed to be the most current edition in effect at the time a contract is awarded.

EM 385-1-1	General Safety and Health Requirements.
UL 935	(2001; Bul. 2000 and 2001) Fluorescent-Lamp Ballasts
NFPA 70	(2002) National Electrical Code
NEMA C82.11	(1993; R 1998) High-Frequency Fluorescent Lamp Ballasts
NEMA LL 1	(1997) Procedures for Linear Fluorescent Lamp Sample Preparation and the TCLP

1.11 ADDITIONAL INFORMATION: Publications referenced in the specifications and as built drawings for most buildings are available for review at the Engineering Plans and Services Division, Public Works, Building 408, Fort Riley.

PART 2 PRODUCTS

2.1 FLUORESCENT LIGHTING COMPONENTS:

2.1.1 FIXTURES:

a. High Bay Fixtures: Fixtures shall be replaced with 4-tube T5HO fluorescent fixtures specifically designed as replacements for HID fixtures. T5 lamps shall be 54W, 4,100K type lamps. Fixtures shall have energy conserving electronic T5 instant start ballast.

b. Existing 4'x2 lamp T-12 Fixtures: Fixtures shall be retrofitted with two 32W T8 lamps and energy conserving instant start electronic ballasts. Designated fixtures shall have emergency ballast to power two lamps. If needed, replacement lens shall match existing.

c. Existing 8'x2 lamp T-12 Fixtures: Fixtures shall be retrofitted with two 59W T8 lamps and energy conserving instant start electronic ballasts. Designated fixtures shall have emergency ballast to power two lamps. If needed, replacement lens shall match existing.

2.1.2 DETAILED BALLAST SPECIFICATIONS:

2.1.2.1 Ballast shall comply with UL 935, NEMA C82.11, and NFPA 70 unless specified otherwise. Ballast shall be designed for the wattage of the lamps used in the indicated application. Ballasts shall be designed to operate on the voltage system to which they are connected.

2.1.2.2 Power factor shall be 0.95 (minimum).

2.1.2.3 Ballast shall operate at a frequency of 20,000 Hertz (minimum).

2.1.2.4 Ballast shall have light regulation of plus or minus 10 percent lumen output with a plus or minus 10 percent input voltage regulation. Ballast shall have 10 percent flicker (maximum) using any compatible lamp.

2.1.2.5 Ballast shall be UL listed Class P with a sound rating of "A."

Ballast enclosure size shall conform to standards of electromagnetic ballasts. Ballast shall have circuit diagrams and lamp connections displayed on ballast packages. Ballast shall operate lamps in a parallel circuit configuration that permits the operation of remaining lamps if one or more lamps fail or are removed.

2.1.2.6 All ballasts shall be instant start.

2.1.2.7 Electronic ballasts shall have a full replacement warranty of 5 years from date of manufacture as specified in paragraph 1.10 entitled "Electronic Ballast Warranty" herein.

2.1.2.8 Ballast shall be capable of starting and maintaining operation at a minimum of 10 degrees C 50 degrees F for F32T8 lamps, unless otherwise indicated.

2.1.2.9 Total harmonic distortion (THD): Shall be 20 percent maximum.

2.1.2.10 Nominal Input Wattage:

T8 Ballast: 58 watts when operating two F32 T8 lamps
110 watts when operating two F96 T8 lamps

T5 ballast: 240 watts when operating four F54T5HO lamps

2.1.3 Fluorescent Lamps:

T5 instant start [low mercury] lamps shall be rated 54 watts (maximum), 5000 initial lumens (minimum), CRI of 80 (minimum), color temperature of 4100 K, and an average rated life of 20,000 hours.

T8 instant start [low mercury] 4' lamps shall be rated 32 watts (maximum), 2800 initial lumens (minimum), CRI of 75 (minimum), color temperature of 3500 K, and an average rated life of 24,000 hours.

T8 instant start [low mercury] 8' lamps shall be rated 59 watts (maximum), 5800 initial lumens (minimum), CRI of 75 (minimum), color temperature of 3500 K, and an average rated life of 24,000 hours.

Low mercury lamps shall have passed the EPA Toxicity Characteristic Leachate Procedure (TCLP) for mercury by using the lamp sample preparation procedure described in NEMA LL 1.

2.1.4 N/A

2.1.5 COMPACT FLUORESCENT LAMPS (CFL): Compact fluorescent lamps shall fit properly in the fixture and shall not protrude from the fixtures housing. The CFL shall yield 75% or more reduction in wattage from the rated wattage of the fixture, while producing the same amount of lumens as the properly sized incandescent lamp. CFLs shall be energy star compliant. Outside CFLs shall operate normally during winter weather conditions and ballast shall be rated for both outside and cold weather conditions. Also, any CFL used outside in a non-weather tight housing shall be rated for both outside use and wet weather conditions. All CFLs shall be rated with a lifetime of 10000 HRS or higher. The efficacy (measured in Lumens/watt) for all CFLs shall be 60 or higher. CFLs must be able to work properly with and be rated for use with photocells or dimmers, where dimmers or photocells are already present or shall be installed. Color for all CFLs shall be 2700 Kelvin or higher. All CFLs shall have an electronic ballast and be instant on, flicker free lighting. All CFLs shall be designed for the fixture type they are placed in (i.e. use R30 CFL for R30 fixture, Globe CFL for globe type fixture, etc.).

2.1.6 Emergency Battery and Lamp Supply Unit for Fluorescent Fixtures:

The unit shall conform to UL 924 and be UL listed for field or factory installation. The unit shall be rated for use for the voltage of the installed lighting system and shall meet or exceed NFPA 70 time and voltage requirements. The unit shall be capable of automatically supplying a minimum of 15 percent of the rated lumen output for a single lamp of the fixture in one minute following the failure of the normal power supply. It shall provide a minimum of 60 percent of the initial emergency illumination at the end of the 90-minute discharge period. The battery charger shall be capable of fully recharging the battery within 24 hours after the return of the Normal power supply and, under normal operations, shall trickle charge the battery to maintain it in a fully charged condition. The unit shall be capable of operating at least two of the lamps in the fixture. The unit shall consist of a high temperature, pocket plate type of nickel cadmium battery, charger, and electronic circuitry in one compact housing. A conveniently located test switch shall be provided to test the solid state circuitry and readiness of the battery. Additionally, the unit shall have an LED that to indicate battery status. LED status light shall be directly viewable from beneath the installed fixture. The battery shall be designed to require no maintenance during the expected life, be warranted for not less than three years from the date of purchase of the unit, and be field replaceable without requiring removal of other components of the unit. Other components of the unit shall be fully warranted for not less than 18 months from the date of purchase of the unit.

2.2 Electronic Light Switch Timer:

Timer and light switch shall be integral unit. Unit shall be solid state with minimum adjustable span of 1 to 18 hours. Unit shall be rated to operate at the existing line voltage and load. Minimum ambient temperature operating span shall be 0°F to 104°F. Control timer for fluorescent or incandescent fixtures shall provide a warning flicker to indicate the approach of timeout.

2.3 Power Panel Light Fixture:

Fixture shall be constructed of steel or aluminum and provided with manufacturer' standard finish, compact fluorescent lamp, adjustable photocell, and low glare lens. Fixture shall be wall or outlet box mounted. Fixture shall be pre-wired.

2.4 Metallic Outlet Boxes and Fittings, Interior: Metallic outlet boxes and fittings shall conform to UL 514A and UL 514B as appropriate for the application. All metallic boxes shall be 4 inch square and/or octagon metallic boxes with eccentric 1/2 and 3/4 knockouts.

2.5 Interior Wiring - Electrical Metallic Tubing (EMT) or Rigid Conduit (GRC): Follow the NEC guide for the installation of this type of conduit.

PART 3 EXECUTION:

3.1 DEMOLITION: The Contractor shall remove HID lamps and fixtures to be retrofitted. The Contractor shall collect lamps and fixtures and shall deliver them to either DRMO or another designated location on Ft Riley.

3.1.1 DISPOSAL OF HID LAMPS:

3.1.1.1 The Contractor shall deliver all salvaged HID fixtures and lamps to DRMO and/or DES. All other items and waste shall be cleaned up and disposed of by the contractor upon job completion and on a daily basis.

3.1.2 PROJECTS RESULTS:

The project shall result in retrofitting specified T12 fluorescent fixtures to T8 lamps and electronic ballasts as described in the products section.

Designated motor pool bay fluorescent fixtures shall have ballasts and lamps removed and remain abandoned in place. Designated motor pool bay fluorescent fixtures shall be retrofitted to a T8 emergency fixture with the lighting circuit modified for the fixtures to be normally off on an un-switched circuit. Fluorescent fixtures in the east shop addition area shall remain on the existing switched circuit as shown on lighting plan.

All HID fixtures inside building shall be replaced with 4-lamp T5HO fixtures. Suspended fixtures shall be level with horizontal plane at height of existing fixtures.

Incandescent fixtures shall be retrofitted with an appropriately sized CFL (see product section for specs) except those found in closets and mechanical rooms.

Electronic light switch timers shall be installed and set to 12 hours in motor pool bays and 2 hours in mechanical rooms and outdoor wash/crane bays. Existing weather covers on gang box shall be reinstalled or replaced to cover outdoor toggle switches.

The end result shall also be that no cracked or broken lenses are left and that all fixtures are cleaned thoroughly.

SCOPE OF WORK 7960

**Scope of Work for
Lighting Retrofit
Bldg. 7960
Ft. Riley, KS**

PART 1 GENERAL

1.1 SCOPE: The project consists of providing all plant, labor, materials, equipment, supplies, and transportation necessary to replace HID lighting fixtures with T5HO fluorescent fixtures and electronic ballasts, retrofit T12 fixtures to T8 fixtures with electronic ballasts, replace incandescent bulbs with compact fluorescent lamps, and install lighting controls in building 7960.

1.1.1 BUILDING 7960 Vehicle Maintenance Shop:

Reference lighting print for project F1-00216-6J.

- a. All existing interior HID fixtures in motor pool bays shall be replaced with a new fluorescent fixture with four T5HO lamps and electronic ballasts (33 fixtures). New fixtures shall be suspended to approximately the same height as removed fixtures.
- b. Remove light switches from circuits for existing T-12 fluorescent fixtures in motor pool bays (6 switches). Circuit shall be un-switched emergency lighting circuit for designated fixtures in motor pool bays. Existing switches for fluorescent fixtures shall remain to enable ventilation systems. Circuit for makeup air unit enable and exhaust fan enable shall remain operable. Update breaker panel schedule.
- c. Remove lamps and disconnect ballasts on designated 2-lamp T12 fixtures in motor pool bays. Fixtures shall remain abandoned in place (19 fixtures).
- d. All remaining 4 ft. 2-lamp T12 fixtures shall be retrofitted with electronic ballasts and T8 lamps (74 standard fixture + 15 emergency fixtures).
- e. All 2-bulb 60W incandescent fixtures in entrance vestibules shall be retrofitted with a single 23W compact-fluorescent lamp (4 fixtures).
- f. All exterior 100W incandescent lights at entrances shall be retrofitted with 23W compact-fluorescent lamp (20 fixtures).
- g. Replace light switch in mechanical room with electronic light switch with integral off-delay timer.
- h. Install a switch box and electronic light switch timer for each motor pool high bay circuit and tie into circuit. Light switch shall be located on or near its respective power panel for that circuit. (11 circuits)
- i. Install T5 or CFL fixture with photocell to illuminate breaker panel and light switches for high bay fixtures. (4 places)

1.2 ADDITIONAL RETROFIT INFORMATION:

Unless otherwise specified, incandescent lamps in closets shall not be retrofitted. Fixtures in mechanical rooms shall not be retrofitted. Existing T8 fixtures shall not be retrofitted. Existing outdoor HPS fixtures shall not be retrofitted. Existing LED exit signs shall not be retrofitted.

1.2.1 NEW FIXTURES:

High bay fixtures shall be specifically designed as replacements for HID fixtures.

All suspended fixtures shall be level following installation and shall be located at approximately the same height as existing fixtures.

See Part 2 for additional product requirements.

1.2.2 INSTALL BALLASTS AND LAMPS: Ballasts shall be installed in accordance with manufacturer's recommendations, and include no less than a five year warranty. Existing fixtures with emergency ballasts and fixtures specified as an emergency fixture on plans shall be retrofitted with emergency ballasts. All fixtures shall be cleaned. The replacement lamps and ballasts shall meet the guidelines specified in the products section.

1.2.3 INSTALL COMPACT FLUORESCENTS: Provide and install replacement CFLs for all incandescent bulbs as indicated on plans. The replacement lamps shall meet the guidelines specified in the products section.

1.2.4 CLEAN ALL FIXTURES AND REPLACE ALL BROKEN LENSES: All fixtures, lamps, lenses, and covers shall be cleaned. All damaged or cracked lenses shall be replaced. Cracked/damaged lenses shall be no more than 7% of each buildings total lights.

1.2.5 REPLACE ALL INCANDESCENT BULBS: Any incandescent not in a closet or mechanical room must be replaced with an appropriately sized CFL as specified in the products section of this scope of work.

1.2.6 NEC STANDARDS: All electrical work shall conform to the most current National Electric Code (NEC) requirements.

1.2.7 FINAL TESTING: Test and adjust new controls as necessary to ensure proper operation.

1.2.8 CLEAN UP: Maintain work area(s) in neat, orderly and safe condition during the course of the work, and clean up work area(s) at the end of each workday and upon completion of the work. Contractor shall be responsible for taking salvaged fixtures and lamps to DRMO and/or DES. Contractor shall clean all fixtures, cover, lenses, and lamps.

1.3 GENERAL REQUIREMENTS:

1.3.1 Verification of Conditions and Dimensions: The Contractor shall review plans and specifications and visit the work site(s) to become thoroughly familiar with details of the required work and site conditions, verify all dimensions prior to ordering materials and fabricating components, and notify the Contracting Officer of any discrepancies between the plans and specifications and actual conditions. All discrepancies shall be resolved before the Contractor begins work. It is strongly suggested the Contractor verify conditions and dimensions prior to preparing and submitting his bid.

1.3.2 Delivery and Storage: The Contractor or his suppliers shall deliver materials to the work site in undamaged, unopened manufacturer's standard packaging or containers. The Contractor shall store materials to protect them from physical damage, theft, vandalism, and weather.

1.3.3 Marking and Labeling: Manufacturer's standard packaging and containers, or when appropriate, individual pieces of material shall be marked or labeled showing the name of the manufacturer; brand name; model number, stock number, or other designations; item description; and when applicable, the stamp of a nationally recognized, independent testing laboratory or agency, certifying materials conform to the requirements specified.

1.3.4 Proprietary Products: Unless otherwise specified, proprietary products indicated in the specifications or noted on the plans are intended to establish capacities, color, design, features, pattern, quality, and style of materials desired, and are not intended to limit trade. Materials proposed for use which can be determined by the Contracting Officer to conform to the requirements specified, may be substituted and installed after his approval.

1.3.5 Identification Cards: All Contractor and Subcontractor personnel shall wear identification cards while working at Fort Riley or Army Reserve Centers. Identification cards shall show a photograph of the employee; name of employee; and name, address, and phone number of the Contractor or Subcontractor.

1.4 PROTECTION:

1.4.1 Safety Requirements: The Contractor shall take safety precautions to protect workmen, building occupants, and the public from construction equipment and materials being removed and installed at the work site. The Contractor shall maintain free and safe passage into and out of adjoining or adjacent building and areas not part of this project. The Contractor shall comply with EM 385-1-1 while performing the required work in this project.

1.4.2 Protection of Property: All property, including buildings, site improvements, utilities, and vegetation at or adjacent to the work site, and which might be damaged during the course of the required work, shall be adequately protected by the Contractor for the duration of the work. The Contractor shall not operate equipment on drives, sidewalks, or lawns without installing suitable protection on these surfaces.

1.4.3 Barricades, Warning Signs, and Lights: The Contractor shall install all necessary barricades, warning signs, and lights to protect workmen, building occupants, the public, and adjacent property.

1.5 COORDINATION REQUIRED FOR OTHER THAN HOUSING PROJECT: The building(s) shall be occupied during the progress of the work, and the Contractor's operations shall be coordinated with the occupants for entry and exit from the area and building(s).

1.6 WORKING HOURS: Once begun, work shall continue uninterrupted during normal working hours until it is complete. The Contractor shall schedule his working hours to coincide with working hours of the military installation. Normal work hours are from 7:30 a.m. to 4:00 p.m., Monday thru Friday, Federal holidays excepted. The Contractor shall not perform work on the installation on other days or other hours without the written approval of the Contracting Officer. The Federal holidays listed below are observed. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. Contractors are also requested to not schedule work on Christmas Eve and New Year's Eve.

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

1.7 QUALITY CONTROL: The Contractor shall develop, implement, and maintain a quality control system which meets or exceeds the requirements of Contract Clause FAR 52.246-0012 entitled: Inspection of Construction. The Contractor shall submit, within 10 days after receipt of Notice to Proceed, a Quality Control (QC) Plan. The plan shall identify personnel, lines of authority, procedures, instructions, records, and forms to be used. Construction shall not begin until the Quality Control Plan has been approved by the Government.

1.8 WARRANTY OF CONSTRUCTION: The Contractor shall warrant his construction in accordance with Contract Clause FAR 52.246-0021 entitled: Warranty of Construction.

1.8.1 Electronic Ballast Warranty: The Contractor shall furnish the electronic ballast manufacturer's warranty. The warranty period shall not be less than 5 years from the date of manufacture of the electronic ballast. Ballast assembly in the lighting fixture, transportation, and on-site storage shall not exceed 12 months, thereby permitting 4 years of the ballast 5 year warranty to be in service and energized. The warranty shall state that the malfunctioning ballast shall be exchanged by the manufacturer and promptly shipped to the using Government facility. The replacement ballast shall be identical to, or an improvement upon, the original design of the malfunctioning ballast.

1.9 INTERRUPTION OF SERVICES: If the project requires interruption of utility and fire protection services to buildings or facilities, the Contractor shall coordinate the interruption with building occupants and obtain written approval from the Contracting Officer.

1.10 APPLICABLE PUBLICATIONS: The US Army Corps of Engineers Manual (EM) listed below forms a part of this section to the extent referenced. The publication is referred to in the text by basic designation only. The publication shall be assumed to be the most current edition in effect at the time a contract is awarded.

EM 385-1-1 General Safety and Health Requirements.
 UL 935 (2001; Bul. 2000 and 2001) Fluorescent-Lamp Ballasts
 NFPA 70 (2002) National Electrical Code
 NEMA C82.11 (1993; R 1998) High-Frequency Fluorescent Lamp Ballasts
 NEMA LL 1 (1997) Procedures for Linear Fluorescent Lamp Sample Preparation
 and the TCLP

1.11 ADDITIONAL INFORMATION: Publications referenced in the specifications and as built drawings for most buildings are available for review at the Engineering Plans and Services Division, Public Works, Building 408, Fort Riley.

PART 2 PRODUCTS

2.2 FLUORESCENT LIGHTING COMPONENTS:

2.1.1 FIXTURES:

a. HID Fixture Replacement: Fixtures shall be replaced with 4-tube T5HO fluorescent fixtures specifically designed as replacements for HID fixtures. T5 lamps shall be 54W, 4,100K type lamps. Fixtures shall have energy conserving electronic T5 instant start ballast.

b. Existing 4'x 2 lamp T-12 Fixtures: Fixtures shall be retrofitted with two 32W T8 lamps and energy conserving instant start electronic ballasts. Designated fixtures shall have emergency ballast to power two lamps. If needed, replacement lens shall match existing.

2.1.2 DETAILED BALLAST SPECIFICATIONS:

2.1.2.1 Ballast shall comply with UL 935, NEMA C82.11, and NFPA 70 unless specified otherwise. Ballast shall be designed for the wattage of the lamps used in the indicated application. Ballasts shall be designed to operate on the voltage system to which they are connected.

2.1.2.2 Power factor shall be 0.95 (minimum).

2.1.2.3 Ballast shall operate at a frequency of 20,000 Hertz (minimum).

2.1.2.4 Ballast shall have light regulation of plus or minus 10 percent lumen output with a plus or minus 10 percent input voltage regulation. Ballast shall have 10 percent flicker (maximum) using any compatible lamp.

2.1.2.5 Ballast shall be UL listed Class P with a sound rating of "A."
 Ballast enclosure size shall conform to standards of electromagnetic ballasts. Ballast shall have circuit diagrams and lamp connections displayed on ballast packages. Ballast shall operate lamps in a parallel circuit configuration that permits the operation of remaining lamps if one or more lamps fail or are removed.

2.1.2.6 All ballasts shall be instant start.

2.1.2.7 Electronic ballasts shall have a full replacement warranty of 5 years from date of manufacture as specified in paragraph 1.10 entitled

"Electronic Ballast Warranty" herein.

2.1.2.8 Ballast shall be capable of starting and maintaining operation at a minimum of 10 degrees C 50 degrees F for F32T8 lamps, unless otherwise indicated.

2.1.2.9 Total harmonic distortion (THD): Shall be 20 percent maximum.

2.1.3.10 Nominal Input Wattage:

T8 Ballast: 58 watts when operating two F32 T8 lamps

T5 ballast: 240 watts when operating four F54T5HO lamps

2.1.4 Fluorescent Lamps:

T5 rapid start [low mercury] lamps shall be rated 54 watts (maximum), 5000 initial lumens (minimum), CRI of 80 (minimum), color temperature of 4100 K, and an average rated life of 20,000 hours.

T8 rapid start [low mercury] 4' lamps shall be rated 32 watts (maximum), 2800 initial lumens (minimum), CRI of 75 (minimum), color temperature of 3500 K, and an average rated life of 24,000 hours.

Low mercury lamps shall have passed the EPA Toxicity Characteristic Leachate Procedure (TCLP) for mercury by using the lamp sample preparation procedure described in NEMA LL 1.

2.1.4 N/A

2.1.5 COMPACT FLUORESCENT LAMPS (CFL): Compact fluorescent lamps shall fit properly in the fixture and shall not protrude from the fixtures housing. The CFL shall yield 75% or more reduction in wattage from the rated wattage of the fixture, while producing the same amount of lumens as the properly sized incandescent lamp. CFLs shall be energy star compliant. Outside CFLs shall operate normally during winter weather conditions and ballast shall be rated for both outside and cold weather conditions. Also, any CFL used outside in a non-weather tight housing shall be rated for both outside use and wet weather conditions. All CFLs shall be rated with a lifetime of 10000 HRS or higher. The efficacy (measured in Lumens/watt) for all CFLs shall be 60 or higher. CFLs must be able to work properly with and be rated for use with photocells or dimmers, where dimmers or photocells are already present or shall be installed. Color for all CFLs shall be 2700 Kelvin or higher. All CFLs shall have an electronic ballast and be instant on, flicker free lighting. All CFLs shall be designed for the fixture type they are placed in (i.e. use R30 CFL for R30 fixture, Globe CFL for globe type fixture, etc.).

2.1.6 Emergency Battery and Lamp Supply Unit for Fluorescent Fixtures:

The unit shall conform to UL 924 and be UL listed for field or factory installation. The unit shall be rated for use for the voltage of the installed lighting system and shall meet or exceed NFPA 70 time and voltage requirements. The unit shall be capable of automatically supplying a minimum of 15 percent of the rated lumen output for a single lamp of the fixture in one minute following the failure of the normal power supply. It shall provide a minimum of 60 percent of the initial emergency illumination at the end of the 90-minute discharge period. The battery charger shall be capable of fully recharging the battery within 24 hours after the return of the Norman power supply and, under normal operations, shall trickle charge the battery to maintain it in a fully charged condition. The unit shall be capable of operating at least two of the lamps in the fixture. The unit shall consist of a high temperature, pocket plate type of nickel cadmium battery, charger, and electronic circuitry in one compact housing. A conveniently

located test switch shall be provided to test the solid state circuitry and readiness of the battery. Additionally, the unit shall have an LED that to indicate battery status. LED status light shall be directly viewable from beneath the installed fixture. The battery shall be designed to require no maintenance during the expected life, be warranted for not less than three years from the date of purchase of the unit, and be field replaceable without requiring removal of other components of the unit. Other components of the unit shall be fully warranted for not less than 18 months from the date of purchase of the unit.

2.2 Electronic Light Switch Timers:

Timer and light switch shall be integral unit. Unit shall be solid state with minimum adjustable span of 1 to 18 hours. Unit shall be rated to operate at the existing line voltage and load. Minimum ambient temperature operating span shall be 0°F to 104°F. Control timer for fluorescent or incandescent fixtures shall provide a warning flicker to indicate the approach of timeout.

2.3 Power Panel Light Fixture:

Fixture shall be constructed of steel or aluminum and provided with manufacturer' standard finish, compact fluorescent lamp, adjustable photocell, and low glare lens. Fixture shall be wall or outlet box mounted. Fixture shall be pre-wired.

2.4 Metallic Outlet Boxes and Fittings, Interior: Metallic outlet boxes and fittings shall conform to UL 514A and UL 514B as appropriate for the application. All metallic boxes shall be 4 inch square and/or octagon metallic boxes with eccentric 1/2 and 3/4 knockouts.

2.5 Interior Wiring - Electrical Metallic Tubing (EMT) or Rigid Conduit (GRC): Follow the NEC guide for the installation of this type of conduit.

PART 3 EXECUTION:

3.1 DEMOLITION: The Contractor shall remove specified lamps and fixtures to be retrofitted or replaced. The Contractor shall collect lamps and fixtures and shall deliver them to either DRMO or another designated location on Ft Riley.

3.1.1 DISPOSAL OF HID LAMPS:

3.1.1.1 The Contractor shall deliver all salvaged HID fixtures and lamps to DRMO and/or DES. All other items and waste shall be cleaned up and disposed of by the contractor upon job completion and on a daily basis.

3.1.2 PROJECTS RESULTS:

The project shall result in retrofitting specified T12 fluorescent fixtures to T8 lamps and electronic ballasts as described in the products section.

Designated motor pool bay fluorescent fixtures shall have ballasts and lamps removed and remain abandoned in place. Designated motor pool bay fluorescent fixtures shall be retrofitted to a T8 emergency fixture with the lighting circuit modified for the fixtures to be to be normally off on an un-switched circuit.

All HID fixtures inside building shall be replaced with 4-lamp T5HO fixtures. Suspended fixtures shall be level with horizontal plane at height of existing fixtures.

Incandescent fixtures shall be retrofitted with an appropriately sized CFL (see product section for specs) except those found in closets and mechanical rooms.

Electronic light switch timers shall be set to 12 hours in motor pool bays and two hours in mechanical room.

The end result shall also be that no cracked or broken lenses are left and that all fixtures are cleaned thoroughly.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY FULL TEXT

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to

contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

Section F - Deliveries or Performance

ADDITIONAL INFORMATION**1. IMPORTANT DELIVERY INFORMATION.**

(i) At the present time and until further notice **ALL** delivery trucks must enter Fort Riley Installation through the 12th Street entrance into Camp Funston. This is the **ONLY** entrance deliver trucks may use. You can access the 12th Street entrance from KS Highway 18, North of the Kansas River bridge. If traveling on Interstate (I-70), take Exit 303, head North direction for approximately 3.6 miles and turn left on the first traffic light to 12th Street Gate. To obtain installation pass, Driver(s) must present a valid Driver's License/Photo ID, current vehicle registration, and proof of current insurance card. Passenger(s) will be required to present a valid Driver's License/Photo ID.

(ii) For security reasons, the bill of lading shall have the name and phone number of the Ft. Riley delivery point of contact. This includes the bill of lading presented by third party and subsequent shippers. The Provost Marshall Office (PMO) Fort Riley retains the right to refuse entry to the installation. Refusal of entry shall not relieve the prime contracted vendor from their responsibility to deliver as agreed to, nor shall there be an additional cost to the Government resulting from refused entry.

NOTE: Commercial deliveries are accepted between 5:00 a.m. to 2:00 p.m (CST) Monday through Friday, The 12th Street Gate is closed on weekends".

2. VEHICLE IDENTIFICATION. All Contractor and Subcontractor vehicles and equipment shall bear the Contractor or Subcontractor's Name or Logo while working on Fort Riley. As a minimum, Names or Logos shall be applied to both sides of the vehicles and equipment.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 02-JUL-2007 TO 26-OCT-2007	N/A	PUBLIC WORKS RUSS GOERING EP&S DIV DESIGN BRANCH BLDG 408 FORT RILEY KS 66442 785-239-6150 FOB: Destination	DDFAES
0002	POP 02-JUL-2007 TO 26-OCT-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
0003	POP 02-JUL-2007 TO 26-OCT-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES

Section G - Contract Administration Data

ADDITIONAL INFORMATION**1. INVOICE REQUIREMENTS AND INFORMATION.**

- (a) Please refer to the Contract Number on all correspondence, invoices, shipping documents, shipping labels and shipping containers. Failure to follow Proper Invoice Information guidance will result in delay of payment.
- (b) Guidance for submission of a Proper Invoice can be found at this farsite, reference FAR Clause 52.212-4 (g) "Invoice". http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/52_000.htm#P1276_173646
- (c) Vendor shall submit an original invoice to:

Directorate of Public Works
ATTN: Russ Goering, EP&S Division Design Branch
Building 408
Fort Riley, KS 66442
Phone# (785) 239-6150
Email: russell.l.goering@us.army.mil

2. ALTERNATE DISPUTE RESOLUTION

In furtherance of Federal policy and the Administrative Dispute Resolution Act of 1990 (ADR Act), Public Law 101-552 and FAR Clause 52.233-1, Subparagraph (d) (2) (1) (B) (2), the Contracting Officer will try to resolve all post award acquisition issues in controversy by mutual agreement of both parties. Interested parties are encouraged to use alternative dispute resolution procedures to the maximum extent practicable, in accordance with the authority and requirements of the ADR Act.

3. CONTRACT ADMINISTRATION

Contract administration will be performed by the Army Contracting Agency, Fort **Riley, Kansas**. The following individuals will be the Government points of contact during the performance period. Information copies of appointment letters will be furnished to the Contractor, as required in paragraphs b and c below.

- (a) Contracting Officer (KO): The KO is responsible for administration of this contract and is solely authorized to take action on behalf of the Government which may result in changes to the terms of this contract, including deviation from Section C and delivery schedules.
- (b) Contracting Officer's Representative (COR): The Contracting Officer will designate an individual to act as the Contracting Officer's Representative (COR) under this contract. Such appointment will be made by letter from the Contracting Officer. The COR does not have authority to act on behalf of the Contracting Officer beyond his specific written delegation of authority and cannot change contract requirements.

4. DESIGNATION OF TECHNICAL REPRESENTATIVE

The Director of Public Works, or his designee, located in Building No. 408, Fort Riley, Kansas, is designated as the Contracting Officer's Representative (COR) for the purpose of technical surveillance of workmanship and inspection of materials for work being performed under this contract. No inspector is authorized to change any provision of the specifications without written authorization of the Contracting Officer, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract.

Increases to contract price resulting from COR/Contractor field change discussions and unauthorized by the Contracting Officer are at the Contractor's risk and expense.

CLAUSES INCORPORATED BY FULL TEXT

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

Section H - Special Contract Requirements

ADDITIONAL INSTRUCTIONS

1. EMERGENCY MEDICAL TREATMENT

Emergency medical treatment will be provided by the [Irwin Army Community Hospital, Fort Riley](#) in order to prevent undue suffering or loss of life. Emergencies will be treated only during the period of emergency and appropriate action will be taken to discharge or transfer such patients as soon as the emergency period ends. Charges for medical care will be at the prevailing rate and at the Contractor's expense.

2. FIRE PROTECTION AND PREVENTION

The Contractor shall comply with all fire prevention measures prescribed in the installation's Fire Protection Regulations which are in or may be put into effect during the course of performance of work under the contract. Copies of the aforementioned fire regulations are on file in the office of the Contracting Officer or his designated representative. The Contractor shall be liable for loss of Government property attributable to negligent or willful misconduct of the Contractor or his employees, including failure to comply with the fire prevention measures prescribed in the aforementioned regulations. The Contractor or his responsible employees shall be required to make a thorough inspection at the close of operations in each building where work under the terms of the contract has been accomplished to determine that all necessary safeguards relative to probable fire hazards are in effect. The Contractor shall familiarize his employees engaged in work under the contract with the aforementioned fire regulations, location of fire hazards and reporting procedures. The Fire Chief of the installation may be contacted for any additional information or clarification on fire prevention and protection matters.

3. INSURANCE

Before commencing on-site operations, the Contractor shall provide the Contracting Officer evidence of the following insurance coverage. All coverage shall be maintained throughout the contract period. All subcontracts shall provide the same coverage.

- a. Statutory worker's compensation and employer's liability insurance: \$100,000 or as prescribed by [State of Kansas](#), whichever is greater.
- b. General liability - Bodily injury liability insurance: \$500,000 per occurrence.
- c. Vehicle liability (comprehensive): \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. Bodily injury liability and property damage liability shall cover the operation of all automobiles, trucks, vehicles and other mobile equipment used in connection with the performance of the contract.

4. MISCELLANEOUS NOTES

a. **CONDITIONS OF OCCUPANCY:** The building(s) included in this project may be occupied throughout the course of the work. Adequate protection of persons and property shall be provided at all times. The work shall proceed in such a manner as to prevent undue spread of dust and flying particles. Any damage or undue spread of dust or flying particles caused by the Contractor, his employees, his subcontractors and/or their employees, to Government or personal property and/or equipment within the buildings shall be repaired, replaced or corrected by the Contractor at no additional expense to the Government. The Contractor shall obtain approval from the Contracting Officer, or his designated representative, for entry and exit to/from the buildings.

b. Publications referenced in the specifications are available for inspection and use at the Public Works, Plans and Service Division, Building 408, Fort Riley, Kansas 66442.

c. Plans show the general layout and configuration of the existing buildings and site conditions. However, due to construction inaccuracies, dimensions may vary slightly from those shown. Fabrication of any component requiring close tolerances and accurate fit will require field verification of dimensions to assure satisfactory results.

d. As built drawings of most buildings are available for review at the Public Works, Plans and Services Division, Building 408, Fort Riley, KS 66442.

5. COMPLIANCE WITH IMMIGRATION LAWS

The Contractor shall warrant that, in the performance of its obligation under this Agreement, that all goods and/or services to be furnished hereunder will be manufactured and/or furnished by the Contractor and/or its subcontractors in compliance with all applicable Federal, state and local laws, executive orders, rules and regulations. These include, but are not limited to, the immigration laws of the United States. Contractor's employees shall be citizens of the United States, or shall be resident aliens with appropriate permissions and documentation to work in the United States.

The Contractor shall indemnify and hold the Government harmless to the full extent of any loss, damage, or expense incurred by the Government resulting from violation by the Contractor or its lower tier subcontractors of any federal, state, or local law or regulation.

Delay resulting from violation will not be considered excusable delay as may be provided for elsewhere in this agreement. Delay resulting from violation shall not relieve the Contractor from their responsibility to deliver as agreed to. Corrective actions shall not result in additional cost to the Government. Where correction of goods or services will not satisfy the Government requirement, consideration shall be provided to the Government.

6. POLLUTION PREVENTION ACT CLAUSE, FORT RILEY LOCAL, 15 DECEMBER 2005

Contractors must comply with Public law 101-508, 5 November 1990 (PPA pf 1990) and the Fort Riley, Environmental Management Plan (EMP). Compliance with the PPA and EMP requires the following of Contractors:

1. Prevent or reduce pollution at the source whenever feasible (i.e., limit quantity and toxicity of material(s) used).
2. Recycle in an environmentally safe manner, whenever feasible (e.g., filtration and reuse of solvents, recycle antifreeze and oil etc.). Contractors may present a company letter or recycle records to satisfy requirement.
3. Comply with the Fort Riley Environmental Management Plan (EMP) and other site-specific plans regarding recycling of materials and handling of wastes.
4. Coordinate the sampling of wastes generated on Fort Riley by contacting the Hazardous Waste Program Coordinator at least 60 days prior to the anticipated turn-in date to the Defense Reutilization and Marketing Office (DRMO) or transporting the waste off Fort Riley.
5. Ensure proper disposal of wastes generated on Fort Riley that otherwise cannot be reused, recycled, or treated in accordance with applicable laws and regulations.
 - a. Long-term contractors, and short-term contractors, generating 550 gallons or less of controlled materials and industrial, universal, or hazardous waste per quarter, must turn in their controlled materials and waste to DRMO according to the guidelines contained in the EMP. Turn-in document numbers can be obtained from the directorate responsible for the contract.
 - b. Short-term contractors, generating more than 550 gallons of controlled and industrial, universal, or hazardous waste per quarter, must arrange for disposal off-site in accordance with applicable laws and regulations. The Environmental Division, Hazardous Waste Program Coordinator must approve and sign profile sheets, manifests, and land disposal restriction notifications. The contractor must obtain any special disposal permits.

6. Obtain approval from the Environmental Division's Solid Waste Program Coordinator prior to disposing construction-related waste in Fort Riley's Construction/Demolition Debris C/D Landfill must be disposed as industrial waste.
7. Dispose of Wastes that cannot be reused, recycled, or treated in accordance with all applicable laws and regulations.

WAGE DETERMINATION

General Decision Number: KS070010 05/11/2007 KS10

Superseded General Decision Number: KS20030010

State: Kansas

Construction Type: Building

Counties: Allen, Anderson, Atchison, Barber, Barton, Bourbon, Brown, Chase, Chautauqua, Cherokee, Cheyenne, Clark, Cloud, Coffey, Comanche, Cowley, Crawford, Decatur, Dickinson, Doniphan, Edwards, Elk, Ellis, Ellsworth, Finney, Ford, Franklin, Geary, Gove, Graham, Grant, Gray, Greeley, Greenwood, Hamilton, Harper, Haskell, Hodgeman, Jackson, Jefferson, Jewell, Kearny, Kingman, Kiowa, Labette, Lane, Lincoln, Linn, Logan, Lyon, Marion, Marshall, McPherson, Meade, Mitchell, Montgomery, Morris, Morton, Nemaha, Neosho, Ness, Norton, Osage, Osborne, Ottawa, Pawnee, Phillips, Pottawatomie, Pratt, Rawlins, Reno, Republic, Rice, Riley, Rooks, Rush, Russell, Saline, Scott, Seward, Sheridan, Sherman, Smith, Stafford, Stanton, Stevens, Sumner, Thomas, Trego, Wabaunsee, Wallace, Washington, Wichita, Wilson and Woodson Counties in Kansas.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	02/09/2007
1	02/16/2007
2	04/13/2007
3	04/20/2007
4	05/11/2007

* BRKS0015-005 05/01/2007

Allen, Anderson, Bourbon, Chautauqua, Cherokee, Crawford, Elk, Labette, Linn, Montgomery, Neosho, Wilson, and Woodson Counties

	Rates	Fringes
Brick masons.....	\$ 21.80	7.45

BRKS0015-006 04/01/2006		

Barber, Barton, Clark, Comanche, Cowley, Edwards, Finney, Ford, Gove, Grant, Gray, Greeley, Hamilton, Harper, Haskell, Hodgeman, Kearny, Kingman, Kiowa, Lane, Logan, Meade, Morton, Ness, Pawnee, Pratt, Reno, Rice, Rush, Scott, Seward, Stafford, Stanton, Stevens, Sumner, Trego, Wallace, and Wichita Counties

	Rates	Fringes
Brick mason.....	\$ 20.22	7.90

BRKS0015-007 04/01/2007		

Atchison, Brown, Doniphan, and Franklin Counties

	Rates	Fringes
Brick mason.....	\$ 29.80	12.25

BRKS0015-008 04/01/2007		

Cheyenne, Cloud, Decatur, Ellis, Ellsworth, Graham, Jewell, Lincoln, McPherson, Mitchell, Norton, Osborne, Ottawa, Phillips, Rawlins, Republic, Rooks, Russell, Saline, Sheridan, Sherman, Smith, and Thomas Counties

	Rates	Fringes
Brick mason.....	\$ 18.52	6.85

BRKS0015-009 04/01/2007		

CHASE, CLAY, COFFEY, GEARY, GREENWOOD, JACKSON, JEFFERSON, LYON, MARION, MARSHALL, MORRIS, NEMAH, OSAGE, POTTAWATOMIE, RILEY, WABAUNSEE, AND WASHINGTON

	Rates	Fringes
Brick mason.....	\$ 24.51	8.00

* CARP0110-007 05/01/2007		

Atchison, Brown and Doniphan Counties

	Rates	Fringes
Carpenter, Drywall Hanger Only...	\$ 27.44	10.36

CARP0201-002 01/01/2003		

Barber, Barton, Chautauqu, Cheyenne, Clark, Comanche, Cowley, Decatur, Edwards, Elk, Ellis, Ellsworth, Finney, Ford, Grove, Graham, Grant, Gray, Greeley, Greenwood, Hamilton, Harper, Haskell, Hodgeman, Kerney, Kingman, Kiowa, Lane, Logan, Marion, McPherson, Meade, Morton, Ness, Norton, Osborne, Pawnee, Phillips, Pratt, Rawlins, Reno, Rice, Rooks, Rush, Russell, Scott, Seward, Sheridan, Sherman, Smith, Stafford, Stanton, Stevens, Sumner, Thomas, Trego, Wallace, and Wichita Counties

	Rates	Fringes
Carpenters, including Drywall Hanging & Acoustical Work.....	\$ 21.80	6.95

CARP0311-005 04/01/2002		

Allen, Cherokee, Crawford, Labette, Montgomery, Neosho, Wilson, and Woodson Counties

	Rates	Fringes
Carpenters, Drywall Hanging Only.....	\$ 17.97	7.10

CARP0918-004 01/01/2006		

Clay, Cloud, Dickinson, Geary, Jewell, Lincoln, Marshall, Mitchell, Nemaha, Ottawa, Pottawatomie, Republic, Riley, Saline, Washington Counties, and Morris County west of Highway 177 and north of Highway 56, excluding the city of Council Grove

	Rates	Fringes
Carpenters, Drywall Hanging Only.....	\$ 15.75	5.95

CARP1445-003 04/01/2004		

Morris County including the city of Council Grove, except that portion of the county lying North of Highway #56 and West of Highway #177.

	Rates	Fringes
Carpenters, Drywall Hanging Only.....	\$ 16.30	6.50

CARP4088-001 04/01/2006		

Bourbon and Linn Counties

	Rates	Fringes
Carpenters, Drywall Hanging Only		
Bourban County.....	\$ 26.95	10.02

ELEC0095-006 06/01/2006		

Cherokee County (that portion east of Cherokee, Crawford, Mineral and Spring Valley Townships)

Crawford County (that portion east of Crawford, Sheridan and Sherman Townships)

	Rates	Fringes
Electricians, Including Low Voltage Installers.....	\$ 21.00	9.76+8%

ELEC0124-020 09/05/2006		

Linn County

	Rates	Fringes
Electrician.....	\$ 30.73	1692

ELEC0226-007 09/01/2006		

Allen, Anderson, Bourbon, Brown, Chautauqua, Coffee, Douglas, Elk, Franklin, Geary, Greenwood, Jackson, Jefferson, Labette, Lyon, Marshall, Montgomery, Morris, Nemaha, Neosho, Osage, Pottawatomie, Riley, Shawnee, Wabaunsee, Wilson, and Woodson Counties

Atchison (Benton, Center, Grasshopper and Kapioma Townships only) Cherokee (that portion west of Garden, Lowell, Pleasant View and Shawnee Townships) Crawford (that portion west of Baker, Lincoln and Washington Townships)

	Rates	Fringes
Electricians, Including Low Voltage Installers.....	\$ 25.95	9.56

ELEC0271-007 06/01/2006		

Barber, Chase, Clark, Comanche, Cowley, Finney Ford, Grant, Gray, Greeley, Hamilton, Harper, Haskell, Hodgeman, Kearny, Kingman, Kiowa, Lane, Marion, Meade, Morton, Ness, Pratt, Scott, Seward Stanton, Stevens, Sumner, and Wichita Counties

	Rates	Fringes
Electricians, Including Low Voltage Installers.....	\$ 24.81	8.32+6%

ELEC0545-004 06/01/2004		

Doniphan County

Atchison (Lancaster, Mount Pleasant, Shannon and Walnut Townships Only)

	Rates	Fringes
Electricians, Including Low Voltage Installers.....	\$ 28.61	10.74

ELEC0661-004 03/02/2006		

Barton, Cheyenne, Clay, Cloud, Decatur, Dickinson, Edwards, Ellis, Ellsworth, Gove, Graham, Jewell, Lincoln, Logan, McPherson, Mitchell, Norton, Osborne, Ottawa, Pawnee, Phillips, Rawlins, Reno, Republic, Rice, Rooks, Rush, Russell, Saline, Sheridan, Sherman, Smith, Stafford, Thomas, Trego, Wallace, and Washington Counties

	Rates	Fringes
Electricians, Including Low Voltage Installers.....	\$ 23.21	6.96+5%

ENGI0101-002 04/01/2007		

Anderson, Atchison, Brown, Chase, Cheyenne, Clay, Cloud, Coffey, Decatur, Dickinson, Doniphan, Ellis, Ellsworth, Franklin, Geary, Gove, Graham, Jackson, Jefferson, Jewell, Lincoln, Logan, Lyon, Marion, Marshall, Mitchell, Morris, Nemaha, Norton, Osage, Osborne, Ottawa, Phillips, Pottawatomie, Rawlins, Riley, Rooks, Russell, Saline, Sheridan, Sherman, Smith, Thomas, Trego, Wabaunsee, Wallace, and Washington Counties

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 26.35	10.37
GROUP 2.....	\$ 25.85	10.37
GROUP 3.....	\$ 25.60	10.37
GROUP 4.....	\$ 24.55	10.37
GROUP 5.....	\$ 24.15	10.37

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes with lifting ring

GROUP 2: Cranes -Booms 200'& over, Tower Cranes

GROUP 3: Cranes-100'of boom or over including jib or 30 tons
or over 2 yard capacity

GROUP 4: Truck Crane, Backhoe

GROUP 5: Barber-Greene Loader or similar type, Bob Cat/
Hi-Loaders (one yard and under), Fork Lift

ENGI0101-028 04/01/2006

Allen, Barber, Barton, Bourbon, Chautauqua, Cherokee, Clark, Comanche, Cowley, Crawford, Edwards, Elk, Finney, Ford, Grant, Gray, Greeley, Greenwood, Hamilton, Harper, Haskell, Hodgeman, Kearny, Kingman, Kiowa, Labette, Lane, McPherson, Meade, Montgomery, Morton, Neosho, Ness, Pawnee, Pratt, Reno, Rice, Rush, Scott, Seward, Stafford, Stanton, Stevens, Sumner, Wichita, Wilson, and Woodson Counties

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 19.90	10.17
GROUP 2.....	\$ 19.65	10.17
GROUP 3.....	\$ 19.40	10.17
GROUP 4.....	\$ 19.15	10.17
GROUP 5.....	\$ 18.90	10.17
GROUP 6.....	\$ 17.15	10.17

GROUP 1 - Cranes: tower or climbing 300 ft. or over, installed or extended, and crane with ring.

GROUP 2 - Cranes: 200 ft. to 300 ft. including jib.

GROUP 3 - All cranes 40 tons and over (all types).

GROUP 4 - Cranes under 40 tons; overhead cranes; hydraulic cranes under 40 tons.

GROUP 5 - Backhoe all types; Loaders, all types

GROUP 6 - Forklift - all types and sizes.

ENGI0101-029 04/01/2007

Linn County

	Rates	Fringes
Power Equipment Operator		
Backhoe/Loader Combination..	\$ 29.60	12.11
Cranes over 225 including jib.....	\$ 33.01	12.11
Cranes over 150 including jib.....	\$ 31.76	12.11
Forklift.....	\$ 28.26	12.11

IRON0010-021 04/01/2006

Anderson, Atchison, Bourbon, Brown, Chautauqua, Doniphan, Franklin, Jackson, Jefferson, Linn, Marshall, Nemaha, Pottawatomie, and Wabaunsee Counties

	Rates	Fringes
Ironworkers, Structural.....	\$ 25.60	17.75

IRON0584-015 06/01/2004

Cherokee, Crawford, Labette, and Montgomery Counties

	Rates	Fringes
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Ironworkers, Structural.....	\$ 19.50	8.47
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IRON0606-006 06/01/2006

Allen, Barber, Barton, Chase, Cheyenne, Clark, Clay, Cloud, Coffey, Comanche, Cowley, Decatur, Dickinson, Edwards, Elk, Ellis, Ellsworth, Finney, Ford, Geary, Gove, Graham, Grant, Gray, Greeley, Greenwood, Hamilton, Harper, Haskell, Hodgeman, Jewell, Kearny, Kingman, Kiowa, Lane, Lincoln, Logan, Lyon, Marion, McPherson, Meade, Mitchell, Morris, Morton, Neosho, Ness, Norton, Osborne, Ottawa, Pawnee, Phillips, Pratt, Rawlins, Reno, Republic, Rice, Riley, Rooks, Rush, Russell, Saline, Scott, Seward, Sheridan, Sherman, Smith, Stafford, Stanton, Stevens, Sumner, Thomas, Trego, Wallace, Washington, Wichita, Wilson, and Woodson Counties

	Rates	Fringes
Ironworkers, Structural.....	\$ 19.00	7.61

LABO0142-007 04/01/2007

Jackson and Jefferson Counties

	Rates	Fringes
Brick mason tender.....	\$ 15.60	7.70

LABO0142-008 04/01/2007

Wabaunsee County

	Rates	Fringes
Brick mason tender.....	\$ 15.10	7.70

* LABO0579-008 05/01/2007

Atchison, Brown, Doniphan, and Nemaha Counties

	Rates	Fringes
Brick mason tender.....	\$ 21.15	9.41

LABO1290-003 04/01/2007

Allen, Anderson, Barber, Barton, Bourbon, Chase, Chautauqua, Cherokee, Cheyenne, Clark, Clay, Coffey, Cowley, Crawford, Decatur, Dickinson, Edwards, Elk, Ellis Ellsworth, Finney, Ford, Franklin, Geary, Gove, Graham, Grant, Gray, Greeley, Greenwood, Hamilton, Harper, Haskell, Hodgeman, Jewell, Kearny, Kingman, Kiowa, Labette, Lane, Lincoln, Logan, Lyon, Marion, Marshall, McPherson, Meade, Mitchell, Montgomery, Morris, Morton, Neosho, Ness, Norton, Osage, Osborne, Ottawa, Pawnee, Phillips, Pratt, Rawlins, Reno, Republic, Rice, Riley, Rooks, Rush, Russell, Saline, Scott, Seward, Sheridan, Sherman, Smith, Stafford, Stanton, Stevens, Sumner, Thomas, Trego, Wallace, Washington, Wichita, Wilson, and Woodson Counties

	Rates	Fringes
Brick mason tender.....	\$ 15.10	7.70

LABO1290-016 04/01/2007

Linn County

	Rates	Fringes
Brick mason tender.....	\$ 17.22	7.70

PLUM0045-002 09/01/2006		

ATCHISON AND DONIPHAN COUNTIES

	Rates	Fringes
Pipe fitter (Including HVAC		
Pipe Work).....	\$ 30.00	14.25
Plumber (Excluding HVAC Pipe		
Work).....	\$ 30.00	14.25

PLUM0441-002 06/01/2006		

Allen, Bourbon, Chautauqua, Cherokee, Crawford, Elk, Greenwood, Labette, Linn, Neosho,
Wilson, and Woodson Counties

Montgomery County (projects of \$150,000 or less)

	Rates	Fringes
Pipe fitters (Including HVAC		
work).....	\$ 23.70	10.70
Plumbers (Excluding HVAC work)...	\$ 23.70	10.70

PLUM0441-003 06/01/2006		

Montgomery (projects over 150,000)

	Rates	Fringes
Pipe fitters (Including HVAC		
work).....	\$ 27.59	11.65
Plumbers (Excluding HVAC work)...	\$ 27.59	11.65

PLUM0441-004 06/01/2006		

Franklin County

	Rates	Fringes
Pipe fitters (Including HVAC		
work).....	\$ 27.59	11.65
Plumbers (Excluding HVAC work)...	\$ 27.59	11.65

PLUM0441-005 06/01/2006		

Brown, Chase, Cloud, Coffey, Dickinson, Geary, Jackson, Jefferson, Lyon, Marshall,
Morris, Nemaha, Osage, Ottawa, Pottawatomie, Republic, Riley, Shawnee, Wabaunsee, and
Washington Counties

	Rates	Fringes
Pipe fitters (Including HVAC		
work).....	\$ 27.59	11.65
Plumbers (Excluding HVAC work)...	\$ 27.59	11.65

PLUM0441-006 06/01/2006		

Barber, Barton, Butler, Cheyenne, Clark, Comanche, Co9wley, Decatur, Edwards, Ellis,
Ellsworth, Finney, Ford, Gove, Graham, Grant, Gray, Greeley, Hamilton, Harper, Harvey,

Haskell, Hodgeman, Jewell, Kearny, Kingman, Kiowa, Lane, Lincoln, Logan, Marion, McPherson, Meade, Mitchell, Morton, Ness, Norton, Osborne, Pawnee, Phillips, Pratt, Rawlings, Reno, Rice, Rooks, Rush, Russell, Saline, Scott, Sedgwick, Seward, Sheridan, Sherman, Smith, Stafford, Stanton, Stevens, Sumner, Saline, Scott, Sedgwick, Seward, Sheridan, Sherman, Smith, Stafford, Stanton, Stevens, Sumner, Thomas, Trego, Wallace, and Wichita Counties

	Rates	Fringes
Pipe fitters (Including HVAC work).....	\$ 23.70	10.70
Plumbers (Excluding HVAC work)...	\$ 23.70	10.70

PLUM0763-006 08/01/2002		

Anderson County

	Rates	Fringes
Pipe fitters (Including HVAC work).....	\$ 22.60	6.80
Plumbers (Excluding HVAC work)...	\$ 22.60	6.80

ROOF0020-008 06/01/2006		

Atchison, Brown, and Doniphan Counties

	Rates	Fringes
Roofer (including Built Up, Composition and Single Ply).....	\$ 23.80	9.01

ROOF0020-014 06/01/2004		

Anderson, Franklin, and Linn Counties

	Rates	Fringes
Roofer (including Built Up, Composition and Single Ply).....	\$ 27.00	8.84

ROOF0020-015 04/01/2006		

Allen, Bourbon, Cherokee, Crawford, Labette, Montgomery, Neosho, Wilson, and Woodson Counties

	Rates	Fringes
Roofer (including Built Up, Composition and Single Ply).....	\$ 19.51	5.57

ROOF0020-016 06/01/2006		

Coffey, Geary, Jackson, Jefferson, Lyon Marshall, Nemaha, Osage, Pottawatomie, Riley, Wabaunsee, and Washington Counties

	Rates	Fringes
Roofer (including Built Up, Composition and Single Ply).....	\$ 24.11	9.44

ROOF0020-017 07/01/2006		

Barber, Barton, Butler, Chase, Chautauqua, Cheyenne, Clark, Clay, Cloud, Comanche, Cowley, Decatur, Dickinson, Edwards, Elk, Ellis, Ellsworth, Finney, Ford, Gove, Graham, Grant, Gray, Greeley, Greenwood, Hamilton, Harper, Haskell, Hodgeman, Jewell, Kearny, Kingman, Kiowa, Lane, Lincoln, Logan, Marion, McPherson, Meade, Mitchell, Morris, Morton, Ness, Norton, Osborne, Ottawa, Pawnee, Phillips, Pratt, Rawlins, Reno, Republic, Rice, Rooks, Rush, Russell, Saline, Scott, Seward, Sheridan, Sherman, Smith, Stafford, Stanton, Stevens, Sumner, Thomas, Trego, Wallace, and Wichita Counties

	Rates	Fringes
Roofer (including Built Up, Composition and Single Ply).....	\$ 16.00	3.79

SHEE0002-001 07/01/2006		

Allen, Anderson, Atchison, Bourbon, Cherokee, Coffey, Crawford, Doniphan, Franklin, Labette, Linn, Montgomery, Neosho, Wilson, and Woodson Counties

	Rates	Fringes
Sheet metal worker (Including HVAC Duct Work).....	\$ 32.56	13.64

SHEE0029-003 07/05/2004		

Barber, Barton, Butler, Chautauqua, Chase, Clark, Comanche, Chase, Clark, Comanche, Cowley, Dickinson, Edwards, Elk, Ellsworth, Finney, Ford, Grant, Gray, Greeley, Greenwood, Hamilton, Harper, Harvey, Haskell, Hodgeman, Kearney, Kingman, Kiowa, Lane, McPherson, Marion, Meade, Morton, Ness, Pawnee, Pratt, Rice, Reno, Rush, Sedgwick, Seward, Scott, Stafford, Stanton, Stevens, Sumner, and Wichita Counties

	Rates	Fringes
Sheet Metal: Including HVAC Duct Work....	\$ 22.95	7.69

SHEE0077-002 06/01/2001		

Brown, Cheyenne, Clay, Cloud, Decatur, Ellis, Geary, Gove, Graham, Jackson, Jewell, Lincoln, Logan, Marshall, Mitchell, Morris, Nemaha, Norton, Osage, Osborne, Ottawa, Phillips, Pottawatomie, Rawlins, Republic, Riley, Rooks, Russell, Saline, Sheridan, Sherman, Smith, Thomas, Trego, Wabaunsee, Wallace, Washington Counties

	Rates	Fringes
Sheet metal worker (Including HVAC Duct Work).....	\$ 23.58	7.34

SUKS2004-004 08/09/2004		

	Rates	Fringes
Carpenters:		
Doing Acoustical Work Only..	\$ 12.00	4.05
All Other Work.....	\$ 14.90	2.94
Cement Masons.....	\$ 12.98	2.67
Drywall Finisher/Taper.....	\$ 10.56	0.95
Heat and Frost		

Insulators/Asbestos.....\$ 12.12	0.00
Ironworker:	
Reinforcing.....\$ 18.80	10.78
Laborers:	
Concrete Workers.....\$ 12.02	2.42
Form Setters.....\$ 8.59	1.44
General.....\$ 9.92	0.00
Metal Building Erector.....\$ 11.19	1.73
Painter:	
Excluding Drywall Finishing.\$ 17.00	0.00
Sprinkler Fitter.....\$ 16.04	4.11
Tile Setters/Mechanics.....\$ 11.00	0.00
Truck drivers:	
Dump Truck.....\$ 14.72	2.33

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added afterward only as provided in the labor standards contract clauses(29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.)and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.203-5	Covenant Against Contingent Fees	APR 1984
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CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far or www.farsite.hill.af.mil

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.203-7	Anti-Kickback Procedures	JUL 1995
52.204-7	Central Contractor Registration	JUL 2006
52.204-9	Personal Identity Verification of Contractor Personnel	NOV 2006
52.204-9	Personal Identity Verification of Contractor Personnel	NOV 2006
52.211-10	Commencement, Prosecution, and Completion of Work	APR 1984
52.211-10 Alt I	Commencement, Prosecution, and Completion of Work (Apr 1984) - Alternate I	APR 1984
52.213-4	Terms and Conditions--Simplified Acquisitions (Other Than Commercial Items)	MAR 2007
52.222-5	Davis-Bacon Act--Secondary Site of the Work	JUL 2005
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.225-9	Buy American Act--Construction Materials	JAN 2005

52.225-10	Notice of Buy American Act Requirement--Construction Materials	MAY 2002
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-15	Performance and Payment Bonds--Construction	NOV 2006
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-27	Prompt Payment for Construction Contracts	SEP 2005
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.237-1	Site Visit	APR 1984
52.242-14	Suspension of Work	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.246-21	Warranty of Construction	MAR 1994
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.232-7003	Electronic Submission of Payment Requests	MAR 2007

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **120 calendar days**. * The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be **20** percent of the bid price or **\$3M**, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

(a) The Contractor shall submit one of the following payment protections:

(i) A payment bond

(ii) A Irrevocable Letter of Credit (ILC)

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within **5 calendar** days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by

administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of

credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____(for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$_____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

[Confirming Financial Institution's Letterhead or Name and Address]

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ [name of issuing financial institution] for drawings of up to United States dollars _____/U.S. \$ _____ and expiring with our close of business on _____ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

 [Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

 [City, State]

(Date) _____

[Name and address of financial institution]

Pay to the order of _____ [Beneficiary Agency] _____ the sum of United States \$_____.
 This draft is drawn under Irrevocable Letter of Credit No. _____.

 [Beneficiary Agency]

By: _____

(End of clause)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
- (3) Terminate all subcontracts to the extent they relate to the work terminated.
- (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
- (6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.
- (7) Complete performance of the work not terminated.
- (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
- (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- (c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.
- (d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.
- (e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- (f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a

reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

- (2) Any claim which the Government has against the Contractor under this contract; and
- (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.
- (l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.
- (m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.
- (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.
- (n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.
- (End of clause)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

- (a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.
- (b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--
- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include
- (i) acts of God or of the public enemy,

- (ii) acts of the Government in either its sovereign or contractual capacity,
 - (iii) acts of another Contractor in the performance of a contract with the Government,
 - (iv) fires,
 - (v) floods,
 - (vi) epidemics,
 - (vii) quarantine restrictions,
 - (viii) strikes,
 - (ix) freight embargoes,
 - (x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
- (2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	7940 Drawing (AQL)		
Attachment 2	7960 Drawing (AQL)		

Section K - Representations, Certifications and Other Statements of Offerors

PAYMENT METHOD**"This mandatory form must be completed and returned with its quote"****METHOD OF PAYMENT****1. Payment will be made by DFAS Indianapolis.**

Defense Finance And Accounting Service (DFAS) Indianapolis
 Department 3800
 8899 East 56th Street
 Indianapolis, IN 46249-3800
 CUSTOMER SERVICE: 1-888-332-7366

2. Contractor shall submit a Proper Invoice by mail or E-mail to:

Directorate of Public Works (DPW)
 ATTN: Russ Goering, EP&S Division Design Branch
 Building 408
 Fort Riley, KS 66442
 Phone: 785-239-6150
 E-Mail: russel.l.goering@us.army.mil

3. Proper Invoice information can be found at this farsite, see FAR Clause 52.212-4 (g) "Invoice"

http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/52_000.htm#P1276_173646

Failure to submit a Proper Invoice will result in delay of payment.

4. Contractor may check status of an Invoice at <https://myinvoice.csd.disa.mil>**NOTES TO BIDS**

See Federal Acquisition Regulation (FAR) Clause 52.212-4 (i) Payment, for discount payment information.
"CONTRACTOR MUST CHECK ON THE APPROPRIATE BOX BELOW"

☐

YES! Contractor DOES agree to offer the Government a prompt payment discount of _____% for _____ days, Net 30. The discount will be deducted from total invoice price if payment is made within the discount period.

☐

NO! Contractor DOES NOT agree to offer the Government any discounts for prompt payment.

PRINT

NAME: _____ **TITLE:** _____

TAX-ID: _____ **DUNS:** _____ **CAGE:** _____

PHONE: _____ **E-MAIL:** _____

SIGNATURE: _____

DATE: _____

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is ----- [insert NAICS code].

(2) The small business size standard is ----- [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (c) applies.

☐ Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
-----	-----	-----	-----
-----	-----	-----	-----

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238210.

(2) The small business size standard is \$13M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

PREBID REGISTRATION**PRE-BID CONFERENCE REGISTRATION
SITE VISIT QUESTIONNAIRE****Solicitation (IFB) W911RX-06-B-0005 Retrofit Lighting, Fort Riley, Kansas**

Prospective bidders are requested to complete the following items below and FAX the registration/questionnaire to Attn Willie Delatorree @ (785) 239-4825 or e-mail wilfredo.delatorre@us.army.mil so that it is received at this office, ACA Directorate of Contracting, ATTN: Willie Delatorree, Building 7410 Apennines Drive, Fort Riley, Kansas 66442, not later than **4:00 pm (Central) June 13, 2007.**

1. **COMPANY:** _____
POC: _____ **TITLE:** _____
DUNS: _____ **TAX ID:** _____
ADDRESS: _____
CITY: _____ **STATE/ZIP Code:** _____
PHONE: () _____
E-MAIL: _____

2. We will have _____ person(s) in attendance at the pre-bid conference/site visit.

LOCATION: Building 7410 Apennines Drive
DATE: June 14, 2007
TIME: 10:00 AM (Central)

3. Briefly identify specific topics you desire to be addressed at pre-bid conference and/or specific questions.

CAUTION: THE REMARKS AND EXPLANATIONS MADE BY GOVERNMENT REPRESENTATIVE(S) DURING THE COURSE OF THE SITE VISIT, WHETHER ORALLY OR IN WRITING, SHALL NOT CHANGE ANY OF THE TERMS AND CONDITIONS OF THE SOLICITATION. THE SOLICITATION CAN ONLY BE CHANGED BY A FORMAL WRITTEN AMENDMENT ISSUED BY DIRECTORATE OF CONTRACTING, FORT RILEY, KANSAS. QUESTIONS OR ADDITIONAL INFORMATION MAY BE SENT ELECTRONIC TO: wilfredo.delatorre@us.army.mil

CLAUSES INCORPORATED BY REFERENCE

52.216-1

Type Of Contract

APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.214-19 CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION (AUG 1996)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

ACA Directorate of Contracting
7410 Apennines Drive
Fort Riley, KS 66442

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

- (2) Complete section A and forward the form to DLIS; and
 - (3) Notify the Contractor of its assigned CAGE code.
 - (c) Do not delay submission of the offer pending receipt of a CAGE code.
- (End of provision)

**5152.233-9000 Army Contracting Agency Executive Level Agency Protest Program.
(APR 2004)**

(a) This contract is eligible for the HQ, Army Contracting Agency (ACA) Executive-Level Agency Protest (ELAP) program, as an alternative to the usual provisions applicable for Agency protests under FAR 33.103. An ELAP is a "PROTEST TO THE AGENCY," within the meaning of FAR 33.103. The ELAP is intended to encourage interested parties to seek resolution of their concerns within ACA, rather than filing a protest with the General Accounting Office (GAO) or other external forum. After an interested party files an ELAP protest on an ACA procurement to HQ, ACA and while that protest is pending, the protester agrees not to file a protest with the GAO or other external forum. If a protest is filed with an external forum on the same solicitation as the ACA ELAP protest, the ACA, ELAP protest will be dismissed. A party wishing to file an agency protest may either file a normal agency protest where the resolution is made at the contracting officer's level; or, in the alternative, file an ELAP protest, where resolution is made at HQ, ACA.

(b) An interested party may file a written protest to the Agency under the Executive-Level Agency Protest program for contract solicitations arising and performed within the continental United States. Such Executive-Level Agency protests are limited to objections to any of the following:

- (1) A solicitation or other request by an agency for offers for a contract for the procurement of property or services.
- (2) The cancellation of the solicitation or other request.
- (3) An award or proposed award of the contract.
- (4) A termination or cancellation of an award of the contract, if the written objection contains an allegation that the termination or cancellation is based in whole or in part on improprieties concerning the award of the contract.

(c) *Voluntary Automatic Stay.* This clause describes the circumstances under which the ACA voluntarily agrees to stay performance of a contract in consideration of a decision by an interested party to file an Army Contracting Agency (ACA) Executive Level Agency Protest (ELAP), as permitted by FAR 33.103(f)(4).

(1) In a standard post-award agency protest, the agency must not proceed with contract performance, pending resolution of the protest. This is known as an "automatic stay" and it mirrors the stay required under a timely post-award protest to the General Accounting Office (GAO) under 31 U.S. Code 3553(c) and FAR 33.104(c) (a "Competition in Contracting Act (CICA) Stay"). However, if the agency determines that performance must proceed, based upon the criteria set forth in FAR 33.103(f)(1), the automatic stay may be overridden. This is known as an automatic stay "override."

(2) The CICA stay applies only if the GAO protest is filed within 10 days from notice of award, or within 5 days of a required debriefing. A firm may file an agency protest and, if it is dissatisfied with the agency's protest decision, may wish to file a follow-on GAO protest. Under normal circumstances, a

protester that goes to the GAO after receiving an adverse agency decision will find that the GAO may take jurisdiction and actually render a recommendation, but that the CICA Stay no longer applies.

(3) The ACA voluntarily agrees to stay performance of a contract when an interested party files a timely protest under the ELAP Program. Should the interested party disagree with the ACA's resolution of an ELAP protest, it may utilize another protest forum without prejudice. The ELAP Voluntary Automatic Stay extends the protester's right to preserve the status quo pending resolution of all protests with respect to a particular contract action. In return for the protester's initially filing its protest as an ELAP instead of with the GAO, the contracting officer agrees that, if the protester ultimately disagrees with the ELAP decision and files a GAO protest, the agency will agree not to proceed with performance just as it would have done if the protester had filed its protest with the GAO right from the start. This means that in an ELAP protest, the agency may override the stay under the same standards and circumstances as would have applied if the protest had originally been filed with the GAO. Nothing in this clause adversely affects an interested party's rights to protest a contract action to the GAO, or to seek other relief related to the action.

(d) An Executive-Level Agency protest may be filed with the Contracting Officer designated in paragraph (g) of this clause for resolution of protests, or, with the ACA Chief Counsel at HQ, ACA at, 5109 Leesburg Pike, Suite 302, Falls Church, VA 22041-3201.

(e) For the purpose of filing an ELAP protest, an interested party means an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract. The ACA Chief Counsel is the ELAP Protest Decision Authority.

(f) An ELAP protest must include the protester's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a detailed statement of all legal and factual grounds for protest (mere disagreement with the decisions of contracting officers does not constitute grounds for protest), including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protester and must state it is an ACA Executive-Level Agency Protest.

(g) Executive-Level Agency Protests, as defined in FAR 33.101, may be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from;

ACA

Directorate of Contracting

7410 Apennines Drive

Fort Riley, KS 66442

Section M - Evaluation Factors for Award

RESPONSIBLE BIDDER

Responsive Bidder: A single award will be made to the responsible bidder submitting the lowest responsive bid in accordance with requirements and provisions herein.

Non-Responsive Bidder: Failure to provide a price for each Contract Line Item Number (CLIN) specified in the Bid Schedule shall render the entire bid non-responsive.